CITY OF LINCOLN, NEBRASKA

REAL ESTATE SALES AGREEMENT

This Agreement, made and entered into by and between NEIGHBORHOODS, INC., a Nebraska nonprofit corporation, d/b/a NeighborWorks® Lincoln, hereinafter called "Buyer", whether one or more, and the CITY OF LINCOLN, NEBRASKA, a municipal corporation, hereinafter called "Seller".

WITNESSETH:

except as herein stated otherwise:

1. Seller, in consideration of **TWENTY THOUSAND AND NO/100 DOLLARS**, (\$20,000.00), to be paid upon the date of closing and completion of this sale, hereby agrees to sell and convey, and *Buyer* agrees to purchase the following described real estate, to-wit:

The south 95 feet of Lot 9, Block 5, Houtz Place, Lincoln, Lancaster County, Nebraska, more commonly known as 2206 E Street

- 2. Seller and Buyer shall split the cost of the title insurance policy. Seller agrees to furnish Buyer a written legal opinion showing defect, if any, in the title to said real estate no later than ten (10) days prior to the date of closing and completion of this sale, hereinafter provided.
- 3. Seller agrees to pay all taxes for all prior years and including 2013 and any special assessments or taxes assessed against the above-described property before this Agreement is executed by both parties.
- 4. Current taxes shall be paid as follows: 2014 Real Estate Taxes will be prorated to the date of closing using the 2013 tax rate and the 2013 assessed value.

5. Seller agrees to give Buyer possession of the said real estate on closing. Buyer shall

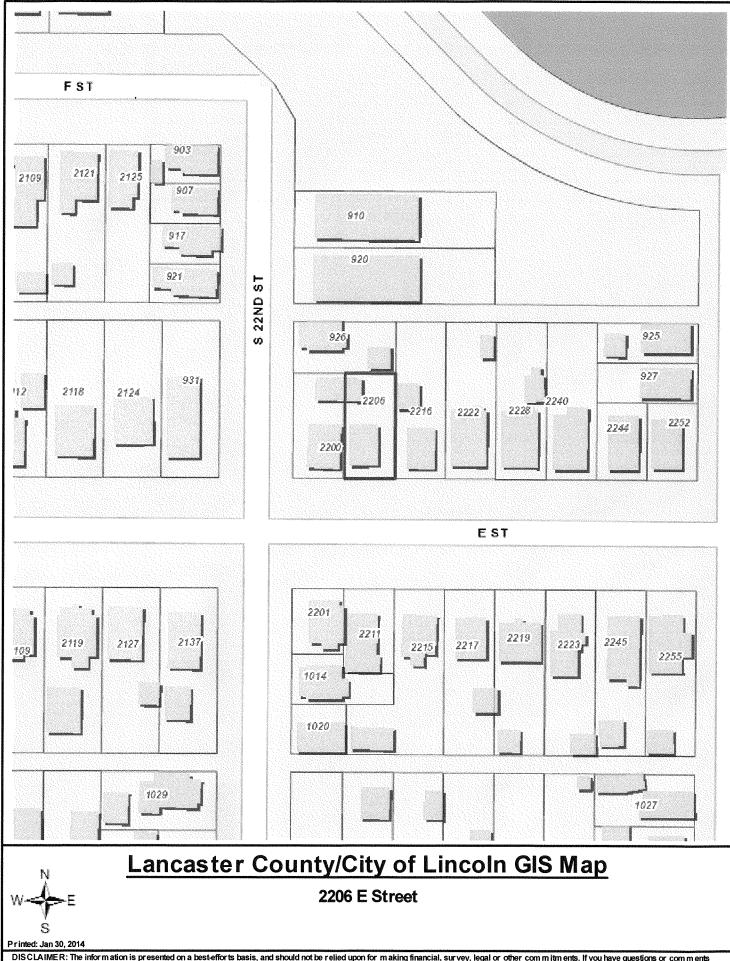
not start construction on the property prior to closing. Seller further agrees not to alter or remove any portion of said real estate, except as otherwise provided below:

6. It is understood and agreed that this Agreement is conditioned upon Seller having a good, valid and merchantable title in fee simple to said real estate. Seller agrees to convey said

real estate to Buyer by good and sufficient warranty deed, free and clear of all encumbrances,

- 7. It is understood and agreed that there may also be additional easement requirements that will be retained by *Seller* or that *Buyer* may be required to execute and convey to *Seller* on the date of close.
- 8. It is understood and agreed that rents, if any, are to be adjusted on and as of the date of closing and completion of this sale. *Buyer* represents that no real estate commission is due or owing to any cooperating agents or builder for procurement of the Agreement.
- 9. It is understood and agreed that *Buyer* shall in no manner be bound by the terms and conditions of this Agreement until the sale has been properly executed as provided by the Charter of the City of Lincoln, Nebraska.
- 10. Buyer and Seller agree to close and complete this sale in accordance herewith on or before the ____28th ______, 2014.

IN WITNESS WHEREOF, Buyer and Selle as of the dates below indicated.	er have caused these presents to be executed
Executed by <i>Buyer</i> this 20 day of 1	e, 20 <u>[</u>]
	NEIGHBORHOODS, INC., a Nebraska nonprofit corporation By: Chief Executive Officer
Executed by Seller this day of	, 20
ATTEST:	CITY OF LINCOLN, NEBRASKA, a municipal corporation
City Clerk	By: Chris Beutler, Mayor of Lincoln
STATE OF NEBRASKA)	
COUNTY OF LANCASTER) ss:	
On	<u>Neighborhoods</u> , <u>Inc.</u> , a Nebraska nonprofit foregoing instrument and acknowledged the eed as such officer and the voluntary act and
Witness my hand and notarial seal the day	and year last above written.
(SEAL) GENERAL NOTARY - State of Nebraska WILLIAM M. PORN My Comm. Exp. Aug. 3, 2014	Notary Public
STATE OF NEBRASKA)	
COUNTY OF LANCASTER) ss:	
On, 20, duly commissioned for and qualified in said County, to be the Mayor of City of Lincoln, Nebraska, a mur signed the foregoing instrument and acknowledged and deed as such officer and the voluntary act and of seal was thereto affixed by its authority.	nicipal corporation, and identical person who the execution thereof to be her voluntary act
Witness my hand and notarial seal the day a	and year last above written.
(SEAL)	
	Notary Public



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